# CITY OF MIAMI BEACH COMMISSION ITEM SUMMARY



#### Condensed Title:

A Resolution authorizing the Mayor and City Clerk to execute the attached Memorandum Of Agreement (MOA) with the Florida Department of Transportation for the turf and landscape maintenance services on I-395 (MacArthur Causeway) for a period of one year with two one year renewal options. The annual cost of \$150,000 to be paid to the City. Said agreement to commence on July 1, 2004.

#### issue

Shall the City enter into a new Memorandum of Agreement (MOA) with the Florida Department of Transportation to continue the turf and landscape maintenance on I-395 (MacArthur Causeway) and receive \$150,000 from the FDOT for these services?

Item Summary/Recommendation:

The City and FDOT have had a MOA for the landscape maintenance services on the MacArthur Causeway since 1994 and renewed it annually. The current agreement expired on June 30, 2004.

The City has utilized the services of a private landscape maintenance company to provide the required work within the scope of services included in this agreement. The annual compensation from FDOT pays for the total cost of the agreement with the private contractor and select plant material replacement. The landscape maintenance contract presently in effect with the Florida Lawn Service expires on September 30, 2004.

The City is in the process of issuing new bids for the scope of services included in the maintenance of the MacArthur Causeway project. It is feasible due to the Living Wage Ordinance the bid responses for this scope of work may exceed the annual \$150,000 payment to the City. The Parks and Recreation Administration has been advised by the FDOT that the City's allocation far exceeds the allocation to other municipalities and our maintenance standards are much higher than those FDOT funds. Therefore FDOT can not commit to an increase to the \$150,000 allocation. Dependent upon the bid responses the level of service may need to be modified.

To ensure the MacArthur Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach the Administration recommends the approval of the attached resolution.

Advisor	/ Board	Recomm	endation:
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Kevin Smith

Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2		1. MILL	
	3			
	4			-
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:	

Sign-Offs:

Department Director	Assistant City Manager	City Manager
-M	RCM	JMG Jang
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AGENDA ITEM <u>C7P</u>

DATE 7-7-04

### CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Date: July 7, 2004

#### **COMMISSION MEMORANDUM**

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Subject:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON I-395 (MACARTHUR CAUSEWAY), FROM THE EAST SIDE OF WATSON ISLAND TO THE WEST EDGE OF ALTON ROAD, AT THE ANNUAL COST OF \$150,000, TO BE PAID TO THE CITY BY FDOT; SAID AGREEMENT COMMENCING ON JULY 1, 2004, AND CONCLUDING ON JUNE 30, 2005, WITH AN OPTION TO RENEW FOR TWO YEARS.

#### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

#### **ANALYSIS**

In July of 1994 the City Commission approved the initial Memorandum of Agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the MacArthur Causeway, specifically from the east end of Watson Island to the western edge of Alton road. This agreement has been renewed annually since that time. The current agreement for the MacArthur Causeway expired on June 30, 2004.

For the past several years, the City has utilized the services of a private landscape maintenance company to provide the required work within the scope of services included in this agreement. The annual compensation from FDOT of \$150,000 pays for the total cost of the agreement with the private contractor and select plant material replacement.

The Parks and Recreation Department has a Parks Superintendent responsible to monitor the work of the contractor on a regular basis to ensure specifications are complied with and the landscape materials are properly maintained. Any deviations from the contract are noted in writing to the contractor and followed until resolved.

City Commission Memorandum July 7, 2004 FDOT MacArthur Agreement Page 2

The landscape maintenance contract presently in effect with the Florida Lawn Service expires on September 30, 2004. The City is in the process of issuing new bids for the scope of services included in the maintenance of the MacArthur Causeway project. It is feasible, due to the Living Wage Ordinance that the bid responses for this scope of work may exceed the annual \$150,000 payment to the City. The Parks and Recreation Administration has been advised by the FDOT that the City's allocation far exceeds the allocation to other municipalities and our maintenance standards are much higher than those FDOT funds. Therefore FDOT can not commit to an increase to the \$150,000 allocation. Dependent upon the bid responses the level of service may need to be modified.

To ensure the MacArthur Causeway landscaping continues to be maintained at the high standards set by the City of Miami Beach, and to receive the annual funding of \$150,000 from the Florida Department of Transportation that is necessary to support these maintenance standards, the Administration recommends the approval of the attached resolution and the 2004/2005 Memorandum of Agreement which is to commenced on July 1, 2004 and concludes on June 30, 2005 with an option for renewal for two years.

JMG/RCM/KS/JAO

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RESOL	UTION NO	D.	
KLOVE		<b>少</b> •	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED MEMORANDUM OF AGREEMENT (MOA), WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON I-395 (MACARTHUR CAUSEWAY), FROM THE EAST SIDE OF WATSON ISLAND TO THE WEST EDGE OF ALTON ROAD, AT THE ANNUAL COST OF \$150,000, TO BE PAID TO THE CITY BY FDOT; SAID AGREEMENT COMMENCING ON JULY 1, 2004, AND CONCLUDING ON JUNE 30, 2005, WITH AN OPTION TO RENEW FOR TWO YEARS.

WHEREAS, in July of 1994, the Mayor and City Commission approved a Memorandum of Agreement with the Florida Department of Transportation (FDOT) to provide for maintenance of landscaping along the MacArthur Causeway; specifically, from the east end of Watson Island to the westernmost edge of Alton Road (the Agreement); and

WHEREAS, this Agreement has been renewed annually since that time; and

WHEREAS, the FDOT has expressed a desire to enter into a new Memorandum of Agreement (MOA) for an initial one year period, commencing on July 1, 2004, and concluding on June 30, 2005; and

**WHEREAS**, the MOA may be renewed for two additional one year terms, if mutually agreed upon in writing by FDOT and the City; and

**WHEREAS**, the FDOT has agreed to compensate the City \$ 37,500 per quarter, for a total of \$150,000 per year, for the cost of maintaining said landscaping; and

WHEREAS, the landscape maintenance contract presently in effect expires on September 30, 2004 and the City is in the process of issuing new bids for the scope of services included in the maintenance of the MacArthur Causeway; and

WHEREAS, it is possible, due to the City's Living Wage Ordinance requirements, that the bid responses for this scope of work may exceed the annual \$150,000 payment from FDOT to the City under the MOA, and the City has been advised by the FDOT that the City's allocation far exceeds the allocation to other municipalities, and our maintenance standards are much higher than those FDOT funds; and

WHEREAS, the FDOT has advised the City they cannot commit to an increase to the \$150,000 allocation, and therefore dependent upon the bid responses, the level of service may need to be modified; and

WHEREAS, to ensure the MacArthur Causeway landscaping continues to be maintained at the high standards set by the City, and to receive the annual funding of \$150,000 from FDOT that is necessary to support these maintenance standards, it is recommended that the City retroactively approve the attached Fiscal Year 2004/2005 Memorandum of Agreement, commencing on July 01, 2004, and concluding on June 30, 2005, with an option for renewal for two years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission retroactively approve and authorize the Mayor and City Clerk to execute the attached Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for the turf and landscape maintenance services on I-395 (Mac Arthur Causeway), from the east side of Watson Island to the western edge of Alton Road, at an annual cost of \$150,000, to be paid to the City by FDOT; said Agreement commencing on July 01, 2004 and concluding on June 30, 2005, with an option to renew for two years.

PASSED and ADOPTED this 7th day of July, 2004.

ATTEST:	MAYOR
CITY CLERK	
T:\AGENDA\2004\Jul0704\Consent\7-07-04 FDOT_Mac Arthur Agmt_Reso (Revis	ed)II.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION



JEB BUSH GOVERNOR

March 2, 2004

District Six • Maintenance Office 1000 Northwest 111th Avenue, Room 6214 Miami, Florida 33172-5800

JOSE ABREU SECRETARY

Jorge M. Gonzalez City Manager City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

RE: Turf and Landscape Agreement

Contract No.: BD943 Financial No.: 25308717203

Dear Mr. Gonzalez:

The Department desires to enter into the agreement referenced above with the City of Miami Beach. Enclosed are five (5) new contract documents for a period of one year with two renewal options for two more years. The contract time shall begin on July 1, 2004, and end on June 30, 2005. Please execute the five (5) enclosed documents and return them to:

Hernan Villar 1000 NW 111 Ave., Room 6214 Miami, Florida 33172

Please leave the date blank in the first page on all four documents and return them as soon as possible.

Should you have any questions concerning this agreement, please contact me at telephone number (305) 470-5350.

Sincerely,

Ronald S. Steiner, P.E.

District Maintenance Engineer

cc: Ronald S. Steiner Keith Jimmerson, Matt Baldwin, Jesus Valderrama, Hernan Villar, Sarah Perez, Nancy Lyons, file

# DEPARTMENT OF TRANSPORTATION TURF AND LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH

#### THE CITY OF MIAMI BEACH

This AGREEMENT, entered into this day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between the STATE OF FLORIDA, Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, herein after called the CITY.

#### WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT for the purpose of safety has created roadside areas and median strips on that part of the State Highway System described by Attachment "A", which by reference hereto shall become a part hereof, within the corporate limits of the CITY and

WHEREAS, the CITY hereto is of the opinion that said median strips and roadside areas shall be attractively landscaped with various flora; and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

#### 1. CITY'S MAINTENANCE RESPONSIBILITY

The CITY shall be responsible for the maintenance of all

landscaped and/or turfed areas within the DEPARTMENT'S right-of-way having the limits described by Attachment "A". The CITY shall be responsible for performing the work described below with a minimum frequency of twelve (12) times per year:

- 1.1. Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- 1.2. Properly prune all plants which includes plant and tree trimmings in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- 1.3. Remove and dispose dead, diseased or otherwise deteriorated plants.
- 1.4. Keep litter removed from roadside and median strips.
- 1.5. Remove and dispose of all trimmings, roots, branches, litter, etc., resulting from the activities described by (1.1) through (1.4) inclusively as described above.

#### 2. WORK SCHEDULE

The CITY shall submit a schedule to the DEPARTMENT containing the dates of when the CITY is planning to perform the mowing work. In addition, before the CITY starts the work, the DEPARTMENT shall be notified via fax of the state road(s) and day(s) in which the CITY will be working. The fax shall be sent to the attention of the "South Dade Maintenance Engineer", at fax number (305) 256-6304.

#### 3. NATURAL DISASTERS

The CITY shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT'S right of way having limits described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof that could be impaired by any such event may be deducted from the payment to the CITY.

#### 4. MAINTENANCE DEFICIENCIES

If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the DISTRICT MAINTENANCE ENGINEER that the CITY'S responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, said DISTRICT MAINTENANCE ENGINEER may at his option issue a written notice in care of the CITY MANAGER, to place said CITY on notice thereof. Thereafter the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may at its option, proceed as follows:

- 4.1. Maintain the median or roadside area declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the CITY or
- 4.2. Terminate this AGREEMENT.

#### 5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

TO DEPARTMENT:

Florida Department of Transportation 1000 Northwest 111th Avenue, Room 6214 Miami, Florida 33172-5800

Attention: District Maintenance Engineer

To CITY:

City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: City Manager

#### 6. LANDSCAPE MODIFICATION

It is understood between the parties hereto that the landscaping covered by this AGREEMENT may be removed, relocated or adjusted at any time in the future as found

Memorandum of Agreement Contract No. BD943

Financial Number: 25308717203

necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the **DEPARTMENT**.

#### 7. METHOD OF COMPENSATION

In accordance with requirements of Section 287.058(1)(d), Florida Statutes, the **DEPARTMENT** agrees to pay the **CITY** quarterly (each three month period) compensation for the cost of maintenance as described under Subitems (1.1) through (1.5).

The lump sum payment will be in the amount of \$37,500.00 dollars per quarter for a total appropriation of \$150,000.00 dollars per year.

In accordance with Section 287.058(1)(a), Florida Statutes, the CITY shall submit the quarterly invoice/bill in detail sufficient for proper preaudit and postaudit thereof.

#### 8. VENDOR RIGHTS

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has 5 working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1) Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment.

Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department of Transportation.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

#### 9. PAYMENT ADJUSTMENT

In the event temporary work by the **DEPARTMENT** forces or by other Contractors temporarily prevent the **CITY** from performing the work described in this **AGREEMENT**, the **DEPARTMENT** shall deduct from the lump sum payment the acreage of the affected area and only compensate the **CITY** for the actual work it performs.

The DEPARTMENT shall initiate this procedure only if the temporary work described in this section is for a period of one (1) month or longer. Adjustment to the CITY'S payment shall also be done as noted in Item Three (3). In the event this AGREEMENT is terminated as established by Item Ten (10) herein, no payment will be prorated for the quarter in which termination occurs for the work that has been completed.

#### 10. TERMINATION

This AGREEMENT or part thereof is subject to termination under any one of the following conditions:

- 10.1. In the event the **DEPARTMENT** exercises the option identified by Item Four (4) of this **AGREEMENT**.
- 10.2. As mutually agreed to by both parties.
- 10.3. In accordance with Section 287.058(1) (c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made

Memorandum of Agreement Contract No. BD943

Financial Number: 25308717203

or received by the CITY pertinent to this AGREEMENT which are subject to provisions of Chapter 119, of the Florida Statutes.

#### 11. TERMS

- 11.1. The terms of this AGREEMENT shall only commence when the DEPARTMENT issues the CITY the Notice To Proceed Letter.
- 11.2. In accordance with Section 287.058(1)(e), Florida Statutes, this AGREEMENT is for a period of one (1) year beginning on the date stated in the Notice To Proceed letter.
- 11.3. In accordance with Section 287.0582, Florida Statutes; "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

To comply with Section 287.0582, F.S., the Department shall only appropriate the annual amount of \$150,000.00 at the beginning of each Department Fiscal Year.

#### 12. RENEWAL

In accordance with Section 287.058(1)(f), Florida Statutes, this AGREEMENT may be renewed on a yearly basis for a maximum of two (2) years after the initial contract or for a period no longer than the term of the original contract, whichever period is longer, only if mutually agreed to in writing by the DEPARTMENT and the CITY, subject to the same terms and conditions set forth in this AGREEMENT, and said renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds.

#### 13. ATTACHMENT AA≅ AMENDMENT

It is further understood that Attachment "A" may be amended or changed at any time, as mutually agreed to in writing by both parties. Payment as specified in Item Seven(7) above shall reflect such amendment or change.

#### 14. TIME EXTENSION

In accordance with Section 287.012(10), Florida Statutes, this AGREEMENT may be extended if mutually agreed to in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this AGREEMENT; provided the DEPARTMENT may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this AGREEMENT.

#### 15. ADDITIONAL LANDSCAPING

The CITY may construct additional landscaping within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:

- 15.1. Plans for any new landscaping shall be subject to approval by the **DEPARTMENT**. The **CITY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 15.2. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
- 15.3. All requirements and terms established by this AGREEMENT shall also apply to any additional landscaping installed under this item;
- 15.4. The CITY agrees to complete, execute and comply with the requirements of the DEPARTMENT'S standard permit provided as Attachment "B" (not to actual size) to this AGREEMENT with by reference hereto shall be a part of hereof;
- No change will be made in the payment terms established under Item Seven (7) of this AGREEMENT due to any increase in cost to the CITY resulting from the installation and maintenance of landscaping added under this item;

- 15.6. In the event this AGREEMENT is terminated as established under Item Ten (10) herein, the CITY agrees to accept full responsibility for all maintenance within the entire area(s) defined by plans and permits defined and established as a result of this item. The CITY shall provide this maintenance at no cost to the DEPARTMENT.
- 16. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are not other agreements and understanding, oral or written reference to the subject matter hereof that are not merged herein and superseded hereby.
- 17. This AGREEMENT is nontransferable and nonassignable in whole or in part without consent of the DEPARTMENT.
- 18. This AGREEMENT, regardless of where executed shall be governed by, and constructed according to the laws of the State of Florida.
- 19. Nothing in this AGREEMENT shall be construed to violate the provisions of Section 339.135(6)(a), of the Florida Statutes (1997), which provides as follows:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection, is null and void and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of a contract for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are of an amount in excess of \$25,000 and which have a term for a period of more than one year.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

LANDSCAPING AGREEMENT WITH THE CITY OF MIAMI BEACH.

	STATE OF FLORIDA
CITY OF MIAMI BEACH	DEPARTMENT OF TRANSPORTATION
BY:	BY:
City Manager	District Secretary
ATTEST:	ATTEST:
City Clerk (Seal)	Executive Secretary
APPROVI	ED AS TO LEGAL FORM:
BY:	BY:
City Attorney	District General Counsel

## ATTACHMENT "A"

Below is the state road, the limits, length and acreage of the areas to be maintained by the City of Miami Beach under this AGREEMENT.

State Road	Street Name	From	То	Length (miles)	Acreage
A1A	Mac Arthur Causeway	East side of Watson Island	West side of East Channel Bridge	1.816	5.303
			TOTAL:	1.816	5.303

# ATTACHMENT "B"

STATE OF FLORIDA
DEPARTMENT OF TRANSFORTATION
SPECIAL PERMIT

District Six 6/95

DATE:		PERMIT NO.:	
COUNTY	ON NO:	STATE ROAD NO.:	
	PROJECT NO. : (if applicable)	MILEPOST FROM: RECORD NO.:	то:
APPLIC	CANT:		
ADDRES			
CITY:	s	TATE:	ZIP CODE:
TELEPH	ione no.:		
911-31-			
Depart here:	eant requests permission from the State of Florida D ment, to construct, operate, and maintain the facilit	epartment of Transpo y shown in the accom	rtation, hereinafter called the panying engineering as described
Locati	on of Construction, Street	Name, and	Nearest Intersection:
1.	Is the proposed work within the corporate limits of Name of municipality:		8 ( ) No ( ) Local Government Contact:
2.	Prior to filing this application, the location of al been ascertained, and the accurate locations are notification was mailed on	l existing utilities, shown on the drawing	both aerial and underground, has s (as applicable). A letter of to the following
	utilities/municipalities:		
3.	It is expressly stipulated that this permit is a lic within and/or upon public property pursuant to the	ense for permissive u	se only and that the construction operate to create or vest any
4.	property right in said holder. Whenever it is determined by the Department the improvement, maintenance, safe and/or efficient open	ation, alteration, or	relocation of any or all nortion
	of said highway and/or transportation facility; a installed facilities from said highway and/or transportation by the Department at the Permittee's expense.	the Permittee shall sportation facility, sec.	immediately remove any and all or reset or relocate thereon as
5.	All work shall meet Department's Roadway and Traffic Construction, and other applicable criteria in efference under the inspection supervision of located at	Design Standards, Spect at the time of per	rmit issuance. The work shall be
	before commencement of work. All material and equipergineer or his authorized representative.	oment shall be subject	n meeting and again immediately to inspection by the designated
6.	All Department property shall be restored to its or Department Specifications, and in a manner satisfact installation of the permitted work, unless otherwis	COLV to the Department	. Within thirty (10) days of the
7,	A drawing covering details of this work shall be ma plan, profile, and cross sections as appropriate, a	de a part of this per nd may be required to	mit. This drawing shall include
8.	engineer licensed in the State of Florida. As buil The Permittee shall commence actual construction in	t drawings are requir	red: Yes ( ) No ( )
	said permit approval and shall compete construction unless the permittee shows good cause for delay and beyond one (1) year from the date of issuance of th	is permit will be gra	oves an extension. No extension
9. 10.	This construction and maintenance shall not interfe	re with the property ructions by	and rights of a prior Permittee. the Department:
		<del>-</del>	
			<del></del>
11.	It is understood and agreed that the rights and pri- of the State's right, title, and interest in the la- heirs, assigns, and successors in interest, and the indemnify, defend, and save harmless the State of Fl	nd to be entered upon Permittee will, at a	and used by the Permittee, his
12.	loss, damage, cost, or expense arising in any manners said Permittee of the aforesaid rights and privileg. During construction through Department acceptance of	r on account of the e es. f the permitted work	xercise or attempted exercise by
	devices, that may be necessary in order to safel accordance with the Department's current edition of t	e measures, including y conduct the public he Roadway and Traffi	placement and display of safety
13.	600, and the <u>Manual of Uniform Traffic Control Device</u> In case of non-compliance with the Department's request, this permit is void and the work will be bro	es. Wirements in effect :	se of the approved data at this
	randum of Agreement		
Contrac	ct No. BD943		

Financial Number: 25308717203

Submitted and Agreed to by:		Corporate Seal	
Signature of Permittee			
Name and Title (typed)		Attested	
Recommended for approval:	Title:	Date:	
Approved by:		Date:	

# ATTACHMENT "C"

ATTACH CITY RESOLUTION

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